723.

SUPREME COURT OF THE UNITED STATES.

No. ~~35~~ 54.

JOSEPH MANDEVILLE ET AL., APPELLANTS,

VERSUS

J. AND W. SOUTHGATE, COMPLAINANTS.

APPEAL FROM THE CIRCUIT COURT U. S. FOR THE COUNTY OF ALEXANDRIA, D. C.

INDEX.

	Original.	Print.
Title—Subpœna	1	2
Return	2	3
Alias subpœna—return—bill filed—bill taken for confessed, and set for decree	3	3, 4
Answer of Joseph Mandeville	4	4
Answer of Samuel B. Larmour	7	6
Common order of publication	8	7
Answer of John A. Stewart	9	7
Answer of William N. Mills	10	9
Answer of George Coleman	11	8
Decree for sale and account, &c by trustees of M. Bank	12	8
Answer of Daniel Somers	14	9
" John Jackson	15	10
" James H. Dulany	17	11
Set for hearing as to certain defendants, and dismissed as to others—general replication to Larmour's answer, and issue—dedimus awarded to take depositions—exceptions to Coleman's answer filed, and set for hearing—answer of J. R. Riddle	18	11
Answer of Getty & Cookendorfer	19	12
" Richard Wood	21	13
" Alexander Moore	22	14
" Thomas Mount	23	14
" Robert N. Windsor	24	15
" Noblet Herbert—Hugh Carolin	25	15, 16
" Thomas Semmes	27	16
General replication to these answers and issue—dedimus to take depositions awarded—account of assets in trustees' hands, and report of complainants' claim ordered—amended answer of Geo Coleman—commissions awarded to take depositions—set for hearing as to resident defendants—first report of master commissioner	28	17, 18
Bill taken for confessed, and cause set for hearing as to certain defendants—and on the bill, answers, &c. as to others	29	19
Order for sale, &c	30	19

Suit abated as to J. H. Dulany, and dismissed as to J. A. Stewart—further report by master commissioner ordered—suit abated as to Moxley, Hagerty, and Beall—answer of John Corse.....31...19, 20
Answer of James S. Scott.....34....21
General replication as to Corse's answer, and cause set for hearing as to resident defendants—second report of master commissioner.....36...22, 23
Reports of trustees.....38, 42.....28
Answer of John Cohagan.....45.....29
" Robert Hall.....46.....30
" Benjamin Baden.....48.....31
General replication as to these answers, and issue—commissions awarded to take depositions.....49.....32
Further report by master commissioner ordered—set for hearing, &c.—answer of Peter Heiskell.....50.....32
Answer of James Bloxham.....51.....33
Final decree.....52.....33
Appeal granted.....53.....34
Clerk's certificate.....54.....34

DISTRICT OF COLUMBIA, } *sct.*
County of Alexandria, }

Pleas before the honorable the judges of the United States' circuit court of the District of Columbia, for the county of Alexandria, the 5th day of December, A. D. 1827.

Title. JOHN AND WRIGHT SOUTHGATE, complainants, *against* THOMAS SWANN, COLIN AULD, and EDMUND I. LEE, trustees of the late Merchants' Bank of Alexandria, and JOHN ANDERSON and others, stockholders in said bank, defendants. } *In Chancery.*

Be it remembered, that, heretofore, to wit, on the 22d day of December, 1817, came the complainants aforesaid, by Thomson F Mason, their attorney, and sued out of the office of the clerk of said court the following subpœna in chancery against the persons therein named.

DISTRICT OF COLUMBIA, *to wit:*

[L. S.] The United States of America to the marshal of the District of Columbia, greeting:

Subpœna. You are hereby commanded to summon Thomas Swann, Colin Auld, and Edmund I. Lee, assignees of the late Merchants' Bank of Alexandria, and John Anderson, James Anderson, Daniel Annin, Samuel Beall, William H. S. Boswell, Edmund Brooke, Benjamin Baden, Thomas K. Beale, James Bloxham, George Bruce, junior, Richard Wood, Thomas Cookendorfer, Hugh Carolin, Daniel Cawood, Samuel Chester, John Corse and Nathaniel Rounsavell, trading under the firm of Corse and

Rounsavell, George Coleman, John Cohagan, James H. Dulany, Camillus Griffith, Nimrod Farrow, Robert Getty, Peter Heiskell, J. Hagerty, junior, Robert Hall, John Jackson, Alexander Kyle, John McPherson and Daniel McPherson, late joint merchants and copartners under the firm of John McPherson and Son, Daniel McPherson, Charles Moxley, Alexander Moore, Thomas Mount, James R. Riddle, administrator of Ferdinand Marsteller, Joseph Mandeville, Joseph Mandeville and Samuel B. Larmour, joint merchants and copartners under the firm of Mandeville and Larmour, Robert Mandeville and James Mandeville, joint merchants and copartners under the firm of Robert and James Mandeville, William N. Mills, Robert A. Mills, Thomas Pickerille, Craven T. Peyton, Noblet Herbert, administrator of William Paton, junior, deceased, Thomas Neill, Thomas Olive, James R. Riddle, Nathaniel Rounsavell, Thomas Rigdon, Peter Saunders, Daniel Somers, James S. Scott, John A. Stewart, William Smith, Thomas Semmes, Thompson Simpson, Evan P. Taylor, William A. Linton, executor of William Tyler, Ambrose Vasse, Robert N. Windsor, Robert Young, Cave Withers, Richard Wells, the Mechanics' Bank of Alexandria, the Bank of Washington, Bank of the Metropolis, the Patriotic Bank, Central Bank of Georgetown and Washington, Franklin Bank of Baltimore, the Bank of Chambersburg, Bank of Waterford, the Bank of Winchester, to appear before the honorable the judges of the circuit court of the District of Columbia, for the county of Alexandria, at the court-house of the said county, at the next court, to answer a bill in chancery exhibited against them by John and Wright Southgate; and this they shall in no wise omit, under the penalty of $333 33: and have then there this writ. Witness the honorable William Cranch, chief judge of our said court, this twenty-second day of November, 1817. G. DENEALE, *C. C.*

Return. Upon which subpœna, the marshal made the following return: Executed on Thomas Swann, Edmund I. Lee, Colin Auld, James Anderson, Benjamin Baden, Thomas K. Beale, James Bloxham, George Bruce, junior, Richard Wood, Hugh Carolin, Daniel Cawood, John Corse, Nathaniel Rounsavell, George Coleman, John Cohagan, Camillus Griffith, Robert Hall, John Jackson, Daniel McPherson, Alexander Moore, Thomas Mount, James R. Riddle, Joseph Mandeville, Samuel B. Larmour, Robert Mandeville, James Mandeville, William N. Mills, Robert A. Mills, Craven T. Peyton, Noblet Herbert, Peter Saunders, Daniel Somers, James S. Scott, John A. Stewart, Thomas Semmes, Evan P. Taylor, Ambrose Vasse, Robert N Windsor, Robert Young, and Cave Withers: the other defendants not found.

JOHN C. MANDELL, *D. M.*
For W. BOYD.

Alias subpœna. And at the rules held in the clerk's office of the said court for the month of December, 1817, an alias subpœna was awarded against those defendants as to whom the marshal had returned the above subpœna not executed; upon which alias subpœna the marshal made the following return:

Return. "Not found, and non-residents in the county of Alexandria.
D. MINOR, *D. M*
For T. RINGGOLD, *Marshal.*"

Bill filed. And at another day, to wit, at the rules held in the clerk's office of the said court for the month of July, 1818, (until which time this cause had been regularly continued,) came the complainants, by Thomson F. Mason, their solicitor, and filed there a certain bill against the said defendants, and the cause is continued. [No bill appears among the papers in this cause.]

Bill taken for confessed, and set for decree. At another day, to wit, at the rules held in the clerk's office of the said court for the month of November, 1818, came the complainants, by their solicitor, and it is ordered that the bill be taken for confessed, and set for decree as to those defendants on whom process has been served, and continued at the rules as to the other defendants.

At another day, to wit, at an United States' circuit court of the District of Columbia, continued and held for the county of Alexandria, the 17th day of December, 1818, came the defendants, Mandeville and Larmour, by Thomas Swann, their solicitor, and filed their answers in the words and figures following, to wit:

Answer of Joseph Mandeville. The answer of Joseph Mandeville to a bill of complaint filed in the honorable court of chancery for the District of Columbia, and county of Alexandria, by Romulus Riggs, against him and others, as stockholders in the late Merchants' Bank of Alexandria.

This defendant, reserving the benefit of exception to the imperfections and untruths in said bill contained, in answer thereto, or to so much thereof as he is advised it is material to answer unto, saith—That he hath not, for a long time, owned any stock in said bank. That he doth not believe the complainant possessed any of the notes of that bank now claimed upon while this defendant was a stockholder therein. That he has not, for a long time past, seen a list of stockholders, and does not recollect as such any others besides those so named in complainants' bill, nor does he know or believe that all those therein charged as stockholders were so. This defendant did, for himself, subscribe as a stockholder in said bank, but he never was really a stockholder therein in copartnery with Samuel B. Larmour, although he may have so appeared. After the bank had been some time in operation, this defendant obtained a discount upon a stock note, and, having no occasion to keep a cash account with the bank, he desired the amount to be placed at the credit of Mandeville and Larmour, who had a cash account with the bank. This, he found, could not be done but by his drawing, in all such cases, checks in favor of Mandeville and Larmour—thus opening a cash account for himself. Considering the liability to mistakes that would be created by keeping a cash account for him, and another for Mandeville and Larmour,—also the keeping of two bank books, rendering errors almost unavoidable,—and not foreseeing any ill consequence of the act, this defendant did, hastily and incorrectly, make a nominal transfer in bank of his stock to Mandeville and Larmour, and substituted a stock note in their name for his own note, which had been discounted, and the proceeds were entered in their account At the moment, he consulted convenience alone; and, so little did he apprehend trouble to another from the act, that he neither spoke of it to Samuel B. Larmour, nor ever mentioned it further. Samuel

B. Larmour never had any interest in said stock; and this defendant, so far as his means may extend, ought and must make reparation to Samuel B. Larmour for any injury that he may sustain by this defendant's inconsiderate and imprudent conduct in this matter.

The complainant never exhibited to this defendant any of the notes mentioned in his bill, nor has defendant ever seen one of them. He knows not if they be genuine notes, or that payment was ever demanded of the bank for any of them. But he has reason to believe that the greatest part, if not the whole, if genuine, have been acquired by the complainant, and for very trifling considerations, since the failure of the bank, and since this defendant ceased to be a stockholder; for, when the complainant instituted suits at law against this defendant and others, as stockholders therein, at November term, 1816, he then, as appears by his affidavit of 3d December, 1816, filed in said suits, claimed only the amount of $8,647 75: this was several months after the bank stopped. He was reported to have purchased that paper after the said stoppage, at a very large discount. Since the dismissal of his said suits, he has been known to declare that he would recover every cent from the stockholders for all the notes he held. If he has possession of the amount he now claims, then he must have purchased the greatest part of it since the third of December, 1816, (this defendant being then not a stockholder,) and most probably so very low as 10 per cent. of its nominal value, or less than that, upon the speculative chance of gaining ninety dollars for every ten he advanced. The complainant states that the notes he claims upon came regularly into his possession. It may be so; for the complainant is well known as a very regular and very extensive jobber in paper securities, at depreciated prices—thus making great profits upon the absolute losses of others, by whose misfortunes his business flourishes. In the subject of this suit the complainant has acted with most artful address. By advertisements to the public, he has decried these notes as of no value, while he has been earnestly engaged in buying them up for very trifling considerations, intending to realize their full nominal value upon the private property of those innocent stockholders whose interests have been most basely betrayed by three or four dishonest agents, and who have never received any consideration for great part of all the notes claimed by this and other suitors. In pursuit of this object, the complainant has resorted to a court of equity. This defendant trusts the complainant will, in that court, learn that equity will award to him nothing more from the bank, or from those injured stockholders, than the amount he has actually paid for the notes he claims upon, with legal interest thereon. This defendant prays the court to direct that the complainant do make due proof that each of the notes claimed by him be genuine; that they were issued while this defendant was a stockholder; that payment of them was demanded of the bank; that he is the real holder of the said notes; at what times he became possessed of them, from whom he purchased them, and what value he did actually pay for each note of them—that the complainant may have justice in equity, and no more. These proofs are most necessary on the part of all claimants upon said bank, as it was reported that many notes, since the bank failed, and before the trustees were put in possession, were misused; by whom, this defendant knows not, nor does he mean to say that every claimant stands on the same footing as to value given for the notes of the bank.

The complainant having filed a copy of the articles of association of said

bank, this defendant referring thereto, doth insist upon the 15th article as binding all persons who dealt with the bank to rely upon the funds of the institution alone for payment of the notes issued.

This defendant is not required to notice the deed of assignment, but he prays leave to say that he does not consider the parties who executed it as competent to convey; that he, if interested, would never have consented to prefer one fair claim on the bank to another; yet he doth believe the said assignment to have been the means of placing the remaining affairs of the bank in safe and competent hands, thereby rescuing some part of the property from the desperate situation that it previously stood in.

This defendant prays that this may be taken as his answer to all the suits in this court regarding said bank, wherein he is made a defendant. He denies all combination, and prays to be hence dismissed, with his costs, &c. &c.

DISTRICT OF COLUMBIA, } *to wit:*
County of Alexandria, }

Joseph Mandeville this day made oath, according to law, before the subscriber, a justice of the peace for the county aforesaid, that the matters and things in the foregoing answer set forth as of his own knowledge are true, and the rest he believes to be true. Given under my hand, this ninth day of December, 1818.

ADAM LYNN.

Answer of Saml. B. Larmour.

The answer of Samuel B Larmour to a bill of complaint filed in the honorable the chancery court for the District of Columbia, and county of Alexandria, by Romulus Riggs, against him and others, as stockholders in the late Merchants' Bank of Alexandria.

This defendant, reserving to himself the benefit of exception to the many imperfections and untruths in the said bill contained, for answer thereto, or so much thereof as he is advised it is material to answer unto, saith—That he never intended to subscribe as a stockholder in said bank. That he never knew, nor ever had any idea, that his name was used as a stockholder therein, until some time after the bank stopped payment; and if his name does appear as a joint stockholder with Joseph Mandeville, it was entirely without his consent or knowledge; and he doth disclaim all interest in the said bank.

This defendant prays this, his answer, to be taken as such in any and all suits in this court regarding the Merchants' Bank, wherein he is charged as a party concerned. He denies all combination, and prays to be hence dismissed, with his reasonable costs in this behalf expended.

DISTRICT OF COLUMBIA, } *to wit:*
County of Alexandria, }

Samuel B. Larmour this day made oath, according to law, before the subscriber, a justice of the peace for the county aforesaid, that the matters and things in the foregoing answer set forth are true. Given under my hand this day of December, 1818.

ADAM LYNN.

And at a court continued and held for the District and county aforesaid,

Common order of publication

the nineteenth day of December, 1818, came the complainants by their solicitor; and the defendants, John Anderson, Daniel Annin, Samuel Beall, Edmund Brooke, Thomas Cookendorfer, Daniel Chester, James H. Dulany, Nimrod Farrow, Robert Getty, Peter Heiskell, J. Hagerty, junior, Alexander Kyle, John McPherson, Charles Moxley, Thomas Pickerille, Thomas Neill, Thomas Olive, Thomas Rigdon, William Smith, Thompson Simpson, William A Linton, Richard Wells, the President and Directors of the Franklin Bank of Baltimore, the President and Directors of the Bank of Chambersburg, the President and Directors of the Bank of Waterford, and the President and Directors of the Bank of Winchester, not having entered their appearance and given security, according to the statute and the rules of this court; and it appearing to the satisfaction of the court, upon affidavit, that the said defendants, John Anderson, Daniel Annin, Samuel Beall, Edmund Brooke, Thomas Cookendorfer, Daniel Chester, James H. Dulany, Nimrod Farrow, Robert Getty, Peter Heiskell, J. Hagerty, junior, Alexander Kyle, John McPherson, Charles Moxley, Thomas Pickerille, Thomas Neill, Thomas Olive, Thomas Rigdon, William Smith, Thompson Simpson, William A. Linton, Richard Wells, the President and Directors of the Franklin Bank of Baltimore, the President and Directors of the Bank of Chambersburg, the President and Directors of the Bank of Waterford, and the President and Directors of the Bank of Winchester, are not inhabitants of this district; on motion of the said complainants, by their counsel, it is ordered that the said absent defendants do appear here on the first day of next term, and enter their appearance to this suit, and give security for performing the decrees of the court; and that a copy of this order be forthwith published, for two months successively, in one of the public newspapers published in this county, and that another copy be posted at the front door of the court-house of said county.

And the defendants, John A. Stewart, William N. Mills, and George Coleman, appeared by their solicitor, and filed their answers; and the order taking the bill for confessed, as to these defendants, is set aside; which said answers are in the words and figures following:

Answer of John A. Stewart.

The separate answer of John A. Stewart to the bill of complaint exhibited against him and others by Romulus Riggs, on the chancery side of the circuit court of the District of Columbia, for the county of Alexandria.

This defendant, now and at all times hereafter, saving and reserving to himself all and all manner of exception to the many uncertainties, imperfections, and untruths, in the said bill contained, for answer thereto, or to so much thereof as he is advised it is material for him to answer unto, he answereth and saith—That he is not, nor never was, a stockholder or partner in the late bank called the Merchant's Bank of Alexandria, mentioned in the complainant's bill. He never subscribed, or authorized any person to subscribe, for shares in the said bank in his name. This defendant admits he hath been informed that his name appears on the subscription book of the stock of the said bank, as a subscriber, by one Camillus Griffith, but this defendant denies the authority of the said Camillus Griffith to subscribe for him. This defendant never did any act ratifying the act of the said Camillus Griffith, by voting for directors of the said bank, or receiving dividends from it, nor has ever asked or received a discount from the said bank, or kept any account with the said bank. This defendant annexes the certificate of Camillus

Griffith as a part of this answer. This defendant denies all combination, &c. and prays hence to be dismissed, with his reasonable costs, &c.

SWANN, *for the Def't.*

ALEXANDRIA COUNTY, *sct.*

The above named John A. Stewart appeared before me, the subscriber, a justice of the peace for the county aforesaid, and made oath that the preceding answer, signed by him, contains the truth. Given under my hand, this 19th day of December, 1818.

NEWTON KEENE.

[The answer of William N. Mills is mislaid.]

Answer of George Coleman.

The separate answer of George Coleman to the bill of complaint exhibited by Romulus Riggs, against him and others, in the circuit court of the District of Columbia for the county of Alexandria.

This defendant, now and at all times, saving to himself all benefit of exceptions to many uncertainties, imperfections, and untruths, in the said bill contained, for answer thereto, saith—That ten shares of the stock of the late Merchants' Bank of Alexandria were, at the instigation of Ferdinand Marsteller, deceased, subscribed for in his name. This defendant never received nor applied for the scrip of said stock, nor did not pay any instalments which were subsequently called for, nor did he receive any of the dividends, but did, the first opportunity, and before the bank was, to his knowledge, in difficulties, dispose of the said ten shares. Ferdinand Marsteller being in his debt at the time, he wished the proceeds to be placed to his credit. This defendant never considered himself as one of the stockholders of the said bank. He certainly had no beneficial interest in the stock which stood in his name. It was the practice in subscribing to all the banks, for persons who wished to get many shares to subscribe in the names of their friends, and then get the stock transferred. This may have been the design of F. Marsteller in this instance. This defendant denies all fraud, &c.

ALEXANDRIA COUNTY, *sct.*

George Coleman appeared before me, the subscriber, and made oath the several matters set forth in the preceding answer are true. Given under my hand, this 19th day of December, 1818.

ADAM LYNN.

Decree for sale, and account, &c.

At another day, to wit, at a court continued and held for the District and county aforesaid, the 13th day of May, 1819, came the parties by their solicitors, and by consent it is decreed and ordered, that the defendants, Thomas Swann, Colin Auld, and Edmund I. Lee, do proceed to advertise and sell at public auction, all the lands and tenements conveyed to, or in any manner vested in them, as trustees of the estate, funds, and effects of the late Merchants' Bank of Alexandria, giving eight weeks' notice of the time and place of such sale, to be published twice a week successively in the newspapers printed in Alexandria; and that the said sale be made on such terms as to require one fourth part of the purchase money to be paid in ready money, and the residue in three equal instalments

at six, twelve, and eighteen months, to be secured by such good and sufficient personal security, with a reserved lien upon the premises, as the said trustees shall deem safe. And the said trustees are also authorized to subdivide and sell the premises into such convenient lots as they may deem most conducive to enhance the proceeds. And that the said trustees make report of their proceedings in the premises to the next session of this court, and then bring into court the proceeds of said sale or sales, and the securities to be taken as aforesaid, in order that the same may be disposed of and distributed under the final order and decree of this court; upon which final disposition and distribution of the same, there shall be submitted to the definitive decision and decree of the court, the respective claims and liens of the complainants and the several banks, referred to in the bill, as claiming a preference under the deed or deeds of trust, by virtue of which the said estates have been vested in the said trustees; and in making such final disposition and distribution of said funds, regard is to be had to any right of preference which may be established under said trusts. And it is further ordered, that the said trustees do render an account, at the next session of this court, of all the estate, choses in action, money, and effects, which have come into their hands by virtue of the trusts aforesaid; and that the said estate, choses in action, moneys, and effects, so to be accounted for as aforesaid, be subject, in like manner as the proceeds of the lands and tenements herein before ordered to be sold, to final disposition and distribution under the decree of this court, having the like regard to the respective rights of the parties claiming satisfaction of their debts out of the same as aforesaid. This order is not to be construed or taken as any waiver or relinquishment, on the part of any of the defendants, of any plea or defence which he might set up against the claim of the complainants personally to charge the said defendants in this suit.

At another day, to wit, at a court continued and held for the district and county aforesaid, the fourteenth day of May, 1819, came the defendants Daniel Somers and John Jackson, by their solicitor, and filed their answers; and the order taking the bill for confessed as to them is set aside; which answers are in the words and figures following, to wit:

Answer of Daniel Somers.

The answer of Daniel Somers to a bill of complaint exhibited in the circuit court of the county of Alexandria, by Romulus Riggs, against him and others.

This defendant, saving and reserving to himself all manner of advantage and benefit of exception to all uncertainties, errors, and imperfections, in the complainants' said bill of complaint contained, for answer thereto, or to so much thereof as he is advised is material for him to answer unto, he answereth and saith—That he was one of the original subscribers to the Merchants' Bank of Alexandria, and continued a stockholder in the said bank until the 22d day of March, 1816, at which time this defendant sold out his stock, and ceased to be a member of the said association. This defendant begs leave to refer the court to the articles of association of the said Merchants' Bank, filed with the complainant's bill, particularly to the 15th article of the said association. This defendant did suppose that the said articles of association were so framed as to protect him from any personal liability on account of the said bank, and he hopes that such will be the decision of this court.

This defendant is informed, and believes, that the notes upon which the complainant has instituted his suit were bought by him at a very great discount, and since the failure of the said bank. Whether the said notes are genuine, and whether they were issued and put into circulation at the time that this defendant was a stockholder, this defendant knows not; and he insists that the complainant shall make due and satisfactory proof of the same.

This defendant doth not know all the stockholders in the said bank, and cannot say whether they are all included in this suit. He further saith, that the funds of the said bank have been assigned to trustees for the use of the creditors; and this defendant believes that the complainant bought in the said notes after a full knowledge of this assignment; and, under such circumstances, he has no claim in equity upon this defendant.

This defendant is advised, that, if the complainant is entitled to relief at all, that his relief is at law, and not in equity; and this defendant insists upon this objection, and hopes he may have the same benefit from it, in this his answer, as if he had specially pleaded it.

This defendant denies all fraud and unlawful combination, and prays to be hence dismissed with his reasonable costs, &c.

Sworn to in court, 18th December, 1818.

EDM. I. LEE, *C. C.*

Answer of John Jackson.

The answer of John Jackson to a bill of complaint exhibited in the circuit court of the county of Alexandria, by Romulus Riggs, against him and others.

This defendant, saving and reserving to himself all manner of advantage and benefit of exception to all uncertainties, errors, and imperfections, in the complainant's said bill of complaint contained, for answer thereto, or to so much thereof as he is advised is material for him to answer unto, he answereth and saith—That he was one of the original subscribers to the Merchants' Bank of Alexandria, and continued a stockholder in the said bank until its dissolution.

The defendant begs leave to refer the court to the articles of association of the said Merchants' Bank, filed with the complainant's bill, particularly to the 15th article of the said association. The defendant did suppose that the said articles of association were so framed as to protect him from any personal liability on account of the said bank, and he hopes that such will be the decision of this court.

This defendant is informed, and believes, that the notes upon which the complainant has instituted his suit were bought by him at a very great discount, and since the failure of the said bank. Whether the said notes are genuine, and whether they were put into circulation at the time that this defendant was a stockholder, this defendant knows not; and he insists that the complainant shall make due and satisfactory proof of the same. This defendant does not admit that the said notes were received by the complainant in the District of Columbia. They may have been received in Virginia, where it was unlawful to receive them; and this defendant requires proof to be made of the place where, as well as the time when, the said notes were received.

This defendant doth not know all the stockholders in the said bank, and cannot say whether they are all included in this suit. He further saith that the funds of the said bank have been assigned to trustees, for the use of the creditors; and this defendant believes that the complainant bought in the

said notes after a full knowledge of this assignment; and, under such circumstances, he has no claim in equity upon this defendant.

This defendant is advised, that if the complainant is entitled to relief at all, that his relief is at law, and not in equity; and this defendant insists upon this objection, and hopes that he may have the same benefit from it, in this his answer, as if he had specially pleaded it.

This defendant denies all fraud and unlawful combination, and prays to be here dismissed with his reasonable costs, &c.

JNO. JACKSON.

May 14, 1819.

Sworn to in court.

EDM. I. LEE, *C. C.*

And it is ordered, that the cause be returned to the rules as to the said Daniel Somers and John Jackson.

And on the 13th day of May, 1819, the answer of James H. Dulany was filed, which is in the words and figures following, to wit:

Answer of Jas. H. Dulany.

The separate answer of James H. Dulany to the bill of complaint exhibited by Richard Milne against him and others, charging them with carrying on a joint trade and copartnership in the name and style of the Merchants' Bank of Alexandria, in the circuit court of the District of Columbia, sitting in chancery at Alexandria.

This respondent, saving and reserving to himself all benefit of exception to the many untruths, misrepresentations, and imperfections, in the said bill contained, for answer thereto, or to so much thereof as he is advised it is material to answer, answereth and saith—That, on the 3d day of October, 1815, this respondent subscribed to ten shares in the said Merchants' Bank, which said shares he, in a few days afterwards, the number of which he cannot exactly recollect, but before the credit of the Merchants' Bank of Alexandria was at all impaired, and when its paper was received freely by the other banks in town, transferred and sold to one Cave Withers, then of the town of Alexandria.

This respondent further answereth and saith, that he has never, since he transferred the said shares, had the slightest connexion or concern, of any kind whatsoever, with the said Merchants' Bank, and prays to be hence dismissed with his reasonable costs.

JAMES H. DULANY.

FENDALL for defendant.

Set for hearing as to certain defendants, and dismissed as to others. General replication to Larmour's answer, &c.

At another day, to wit, at the rules held in the clerk's office of the said court for the month of November, 1819, came the parties, by their solicitors; and the cause is set for hearing on the answers of James H. Dulany, James R. Riddle, Daniel Somers, and John Jackson; and general replication to Larmour's answer and issue; and dedimus awarded to take depositions; and exceptions to the answer of George Coleman filed, and set down for hearing; and the suit is dismissed as to the defendants John A. Stewart and William N. Mills.

[The answer of James R. Riddle, above referred to.]

Answer of Jas. R. Riddle.

The separate answer of James R. Riddle to the bill of complaint exhibited by Romulus Riggs against him and others, charging them as carrying on a joint trade and copartnership in the name and style of the Merchants' Bank of Alexandria, in the circuit court of the District of Columbia, sitting in chancery at Alexandria.

This respondent, saving to himself all benefit of exception to the many untruths, misrepresentations, and imperfections, in the said bill contained, for answer thereto, or to so much thereof as he is advised it is material to answer, answers and says—That, upon the original institution of the Merchants' Bank of Alexandria, fifty shares of the stock were subscribed for by Ferdinand Marsteller, in his name, which was on or about the first of June, 1815 That, in December of the same year, long before the credit of the bank was at all impaired, and while its paper was taken not less freely than that of any other bank in the place, he sold his stock in the said institution, and has had no concern whatever in its affairs since.

JAMES R. RIDDLE.

T. W. HEWITT for defendant.

ALEXANDRIA COUNTY, *to wit:*

Personally appeared before me, a justice of the peace for the county aforesaid, J. R. Riddle, and made affirmation, in due form of law, that the matters and things contained in the foregoing answer are true and correct. Given under my hand 23d April, 1819.

CHRIST'R NEALE.

And at a court continued and held for the District and county aforesaid, the 24th day of December, 1819, came the defendants, Beall and Hagerty, Getty and Cookendorfer, Richard Wood, Alexander Moore, Thomas Mount, Robert N Windsor, Thomas Semmes, the administrator of William Paton, jr., Hugh Carolin, and Joseph Mandeville, and filed their answers, which answers are in the words and figures following, to wit: [The joint answer of the defendants Beall and Hagerty not copied, the suit as to them having abated by their deaths. For answer of Joseph Mandeville, see page 4.]

Answer of Getty & Cookendorfer.

The joint answer of Robert Getty and Thomas Cookendorfer to a bill of complaint exhibited by Romulus Riggs against them and others, in the circuit court of the District of Columbia for the county of Alexandria.

These defendants, saving and reserving to themselves all manner of advantage and benefit of exception to all uncertainty, imperfections, and errors, in the complainant's said bill of complaint contained, for answer thereto, or to so much thereof as they are advised is material for them to answer unto, they answer and say—That, when the Merchants' Bank of Alexandria was about to be formed, these defendants were applied to by Joseph Mandeville, of Alexandria, to lend their names to him for the purpose of enabling him to subscribe for the stock of said bank in the names of these defendants. These defendants had no intention of becoming members of the said association, but they agreed to lend the said Joseph Mandeville their names for his use, as aforesaid, and accordingly gave him authority to subscribe for them, respectively, one hundred shares of stock in the said bank. These defendants solemnly declare, that they never did authorize any other person to subscribe

for them; and if any other person than the said Joseph Mandeville has subscribed for stock in their names, that it was without their knowledge, consent, or authority. These defendants have understood, and believe it to be true, that the said Joseph Mandeville did not use their names in subscribing for the said stock; and these defendants, having no knowledge that any subscription had been made in their names, never considered themselves in any manner concerned or implicated in the said banking association. They never paid a cent towards the said subscription; they never voted upon the stock, nor ever exercised, in any manner whatever, any right, interest, or power, over the same. These defendants do then deny that they were ever members of the said association, and insist that they are not at all responsible for any claim or claims which have or may be set up against the said concern. Until the institution of the complainant's suit, these defendants did not know that their names were to be found upon the books of the said association. Who placed them there, or caused them to be placed there, these defendants know not: they can only repeat, that they were placed there without the authority of these defendants. These defendants have no knowledge of the claim urged by the complainant against the various defendants in this suit; and upon that and every other point in this cause, in case it should be deemed necessary to the defence of these defendants, they should require of the complainant proof of every matter and thing which may be deemed necessary to enable him to sustain his said cause.

These defendants deny all fraud and unlawful combination, and pray to be hence dismissed, with their reasonable costs, &c.

SWANN, *for the Defendants.*

DISTRICT OF COLUMBIA, } *to wit:*
County of Washington, }

Robert Getty and Thomas Cookendorfer appeared before the subscriber, a justice of the peace for the county aforesaid, and made oath that the several matters and things in the foregoing answer contained, so far as they are stated from their own knowledge, are true; and so far as they are stated from the knowledge of others, they believe to be true. Given under my hand this 29th day of October, 1819.

DANL. REINTZEL.

Answer of Richard Wood.

The separate answer of Richard Wood to a bill of complaint exhibited against him and others, by Romulus Riggs, in the United States' circuit court of the District of Columbia for the county of Alexandria.

This defendant, saving and reserving to himself all benefit of exception to any error, untruth, and uncertainty, in the complainant's bill contained, for answer thereunto, or to as much as he is advised he should answer to, he, answering, saith—That he never did subscribe the articles of association referred to in said bill, or authorize any person to do it for him. That William Paton, jr., subscribed in this defendant's name, without his knowledge or consent, in order to procure votes. That this defendant refused to vote or have any thing to do with the business. That the said Paton informed him it was necessary that he should transfer the stock, as it had been taken in his name. That this defendant did afterwards transfer it, as requested by said Paton, and long previous to the stop made by said bank in its pay-

ments. This defendant positively denies any partnership, and knows nothing of the transactions of said bank. Having nothing further to answer, prays to be dismissed with his costs.

N. S. WISE, *for Defendant.*

ALEXANDRIA COUNTY, *to wit:*

Personally appeared before me, the subscriber, a justice of the peace for the county aforesaid, Richard Wood, who made oath that the several matters and things stated in his answer aforesaid, which are of his own knowledge, are true; and those of the knowledge of others, he believes to be true. Given under my hand this 11th May, 1819.

A. FAW.

Answer of A. Moore. The separate answer of Alexander Moore to a bill of complaint filed against him and others, by Romulus Riggs.

This defendant, saving and reserving to himself all benefit of exception to the errors, untruths, and uncertainty, in the complainant's bill, for answer thereunto, or to as much as he is advised he should answer to, he, answering, saith—That it is true he did subscribe to the articles of association referred to in the complainant's bill, and sold out the stock for which he subscribed in the month of November, 1815, when the bank was in good credit, and long previous to the purchase of paper made by the complainant, which was after the bank had failed, as this defendant is informed and believes. This defendant has reason to believe that the complainant had not, at the institution of this suit, any such amount of paper or notes as is claimed by his bill: he therefore prays that he may be compelled to produce the same before the court; nor does he believe he came by them in the regular course of business, as charged, but shaved them at enormous discounts after the bank failed. He further says, that many of the notes, purporting to be notes of the Merchants' Bank of Alexandria, are spurious. He denies that he was, or ever considered himself, a partner of said institution, nor had he any thing to do with the management of the same. That he never received any profit or dividend whatever.

This defendant denies all participation or knowledge of the fraud or combination charged; and having nothing further to answer, prays to be dismissed with his costs.

A. MOORE.

May 11, 1819.

Answer of T. Mount. The separate answer of Thomas Mount, to bill of complaint filed against him and others, by Romulus Riggs.

This defendant, saving and reserving to himself all benefit of exception to the error, untruth, and uncertainty, of the complainant's bill, for answer thereunto, or to as much as he is advised he should answer to, he, answering, saith—That it is true he did subscribe to the articles of association referred to in the complainant's bill. This defendant has reason to believe that the complainant had not, at the institution of his suit, any such amount of paper or notes as is claimed by his bill: he therefore prays that he may be compelled to produce the same before the court; nor does he believe he came by them in the regular course of his business, as charged, but shaved them at enormous discounts, after the bank had failed. He further says that many of the notes, purporting to be notes of the Merchants' Bank of Alexandria,

are spurious. He denies that he was, or ever considered himself, a partner of said institution, nor had he any thing to do with the management of the same. That he never received any profit or dividend whatsoever. This defendant denies all participation or knowledge of the fraud or combination charged; and, having nothing further to answer, prays to be dismissed with his costs.

THOMAS MOUNT.

May 11, 1819.

DISTRICT OF COLUMBIA, } *sct.*
County of Alexandria, }

Personally appeared before the subscriber, a justice of the peace for the county aforesaid, Thomas Mount, and made oath that the matters set forth as of his own knowledge in the within answer in chancery, are all true; and those stated from the knowledge of others, he believes to be true. Given under my hand this 12th day of May, 1819.

A. FAW.

Answer of Robt. N. Windsor.

The separate answer of Robert N. Windsor to a bill of complaint exhibited against him and others in the United States' circuit court of the District of Columbia, for the county of Alexandria, by Romulus Riggs and others.

This defendant, saving and reserving to himself all benefit of exception to the errors, untruths, and uncertainty, in the complainants' bill, for answer thereto, or to as much as he is advised he should answer to, he answers and says—That he never did sign the articles of association referred to in the complainants' bill, nor ever had any interest in, or partnership with, the company called the Merchants' Bank of Alexandria. That Peter Saunders once transferred to this defendant some shares in said bank, which this defendant declined taking, and transferred back again the same date. This defendant had no knowledge or intercourse with said institution, and never considered himself interested in it in any manner. He denies all fraud and combination, and, having nothing further to answer, prays to be dismissed with his costs.

N. S. WISE, *for Defendant.*

ALEXANDRIA COUNTY, *to wit:*

Personally appeared before the subscriber, a justice of the peace for the county aforesaid, Robert N. Windsor, who made oath that the several matters and things contained in his answer annexed, which are of his own knowledge, are true; and those of the knowledge of others, he believes to be true. Given under my hand this 12th May, 1819.

A. FAW.

Answer of N. Herbert.

The answer of Noblet Herbert, administrator of William Paton, jr., to a bill of complaint, in the suit of Romulus Riggs, complainant, against the Merchants' Bank of Alexandria, in the circuit court of the District of Columbia for the county of Alexandria.

This defendant, saving and reserving to himself all manner of exception to the said bill, to as much as he is advised is material for him to answer unto, he answers and says—That he is ignorant of the matter set forth by

the complainant in relation to the association of the said William Paton, jr., with the subscribers to the Merchants' Bank of Alexandria, and all other facts charged in the said bill that occurred in the life time of the said Paton.

This defendant says that he has fully administered the goods and chattels, right and credits of the said Paton, that have come to his hands, and prays to be hence dismissed, with his reasonable costs.

N. HERBERT,
Administrator of Wm. Paton, jr.

Answer of H. Carolin. The answer of Hugh Carolin to a bill of complaint exhibited against him and others, in the circuit court of the District of Columbia, and county of Alexandria, by Romulus Riggs.

This defendant, saving and reserving to himself all manner of advantage and benefit of exception to all uncertainties, errors, and imperfections, in the complainant's said bill of complaint contained, for answer thereto, or to so much thereof as he is advised is material for him to answer unto, he answereth and saith—That he was not an original subscriber to the association called the Merchants' Bank of Alexandria, and was not an original stockholder in the said bank. This defendant saith that he bought some of the stock of the said bank, but he sold and transferred it between three and four months before the failure of the said bank. This defendant never considered himself personally responsible for the debts of the said bank, and considered himself fully protected from all personal responsibility by the articles of association, to which he begs leave to refer, and the benefit of which, this defendant hopes will be extended to him in this case. This defendant has never seen the notes upon which the complainant's suit is founded, nor does he know whether they are genuine or not: he must require, therefore, that the complainant should make due proof of the same, to the satisfaction of the court. This defendant does not admit that the said notes were issued or sent out by the bank while he, this defendant, was a stockholder, and he insists that the same shall be proved to the satisfaction of the court. This defendant has good reason to believe that the complainant has purchased the notes, upon which his said suit has been instituted, since the failure of the said bank, and at a very great discount, and whether, under such circumstances, he is entitled to relief here, he submits to the court. This defendant is advised that, if the complainant is entitled to relief at all, the remedy is open to him at law; and this defendant hopes that this objection may avail him in the same manner as if specially pleaded.

This defendant denies all fraud and unlawful combination, and prays to be hence dismissed with his reasonable costs, &c.

COUNTY OF ALEXANDRIA, *sct.*

Hugh Carolin appeared before the subscriber, a justice of the peace for the county aforesaid, and made oath that the matters and things in the foregoing answer contained, so far as they are stated from his own knowledge, are true: and so far as they are stated from the knowledge of others, he believes to be true. Given under my hand this 17th day of December, 1818.

A. FAW.

Answer of Tho. Semmes. The separate answer of Thomas Semmes to a bill of complaint exhibited against him and others in the United States'

circuit court of the District of Columbia for the county of Alexandria, by Romulus Riggs.

This defendant, saving and reserving to himself all benefit of exception to the errors, untruths, and uncertainty, in the complainant's bill mentioned, for answer thereto, or to as much as he is advised he should answer to, he, answering, saith—That it is true he did subscribe to the articles of association in the complainant's bill mentioned. This defendant is informed that it is untrue, as charged, that the complainant came by the paper of said bank in a regular course of business, but that he shaved it at enormous discounts. He does not admit that he has any such sum of money as charged. He prays that the complainant may be compelled to bring the notes into court, that the real amount in his possession may be known; and, further, that it may appear whether they are genuine, and were issued agreeably to the articles of association made part of his bill. This defendant had nothing to do with the management of said bank; and, denying all fraud or combination, prays to be dismissed with his costs.

N. S. WISE, *for Defendant.*

ALEXANDRIA COUNTY, *to wit:*

Personally appeared before me, the subscriber, a justice of the peace for the county aforesaid, Thomas Semmes, who made oath that the matters and things stated in his answer annexed, which are of his own knowledge, are true; and those of the knowledge of others, he believes to be true. Given under my hand, this 12th May, 1819.

A. FAW.

General replication to preceding answers, and issue. Account of assets in the hands of the trustees, and report of complainants' claim, ordered.

To which several answers, the complainants reply generally, and issue, and a dedimus is awarded, and the suit returned to the rules as to these defendants; and, on the complainant's motion, it is ordered that Thomas Swann, Edmund I. Lee, and Colin Auld, do state an account of the assets in their hands under the deed of assignment in the bill mentioned, and of the probable dividend it will afford to the creditors of the said bank, whose claims have been preferred under the deed of assignment. And it is further ordered, that Colin Auld do state and report to the court the amount of the complainants' claim against the said bank.

Amended answer of G. Coleman filed, and commissions to take depositions awarded.

And at a court continued and held for the district and county aforesaid, the 31st day of May, 1820, came the defendant George Coleman, and filed his amended answer, and general replication and issue; and the suit is returned to the rules as to the said George Coleman, and a general dedimus is awarded to take depositions. The said amended answer of George Coleman is in the words and figures following, to wit:

Amended answer of G. Coleman.

This defendant, by way of amendment to his answer heretofore filed, further saith, that he doth not know who made the subscription for him. He inclined to think it was Peter Saunders; but, upon speaking to him upon the subject, he

informed him that he knew nothing about it. That he examined the subscription book in the possession of Colin Auld, but could not be satisfied, by an inspection of it, who was the person that had made it.

This defendant, further answering, saith, that he can add little to his answer already given in this case. That, at the time of the subscription, coming down stairs from the Col. Ins. Office, this defendant was met by F. Marsteller, who proposed to him to take stock in the bank, which he, the defendant, objected to. The commissioners were then sitting in a room under the insurance office, which was the first he knew of such an institution going to take place. He doth not recollect the particulars of their conversation, but that F. Marsteller said that he would have his, the defendant's, name put down for ten shares. This defendant saith that he never did afterwards recognize the said subscription in any manner whatever, excepting by the transfer of the stock herein before mentioned.

SWANN, *for the Defendant.*

DISTRICT OF COLUMBIA, } *sct.*
County of Alexandria, }

George Coleman this day made oath before me, a justice of the peace for the county aforesaid, that the several matters set forth in the within answer of his own knowledge, are true; and those from the knowledge of others, he believes to be true. Given under my hand, this 30th May, 1820.

ADAM LYNN.

Set for hearing as to resident defendants.

And at the rules held in the clerk's office aforesaid, for the month of October, 1820, came the parties, by their solicitors, and the cause is set for hearing on the bill, answers, and exhibits, as to the resident defendants.

And at a court continued and held for the District and county aforesaid, the 3d day of January, 1821, commissioner Auld filed his report, which is in the words and figures following, to wit.

First Report of master commissioner.

J. and W. SOUTHGATE, vs. SWANN, LEE, and AULD, et al. } *In Chancery.*

December 15, 1820.

Pursuant to the order of the honorable court, and after due notice to the parties, I proceeded to ascertain the claim of the plaintiff, which I find to be eight hundred and eight dollars, namely, in notes of the late Merchants' Bank of Alexandria. $696*

In its certificate, dated 29th June, 1816, to Rd. Waring - - - 47

do. do. 24th Dec., 1816, to J. B. Kurtshudt - - 65

Making $808,

stated to have been lodged with their attorney previous to ordering suit.

Respectfully submitted.

COLIN AULD, *M. C.*

* Amount signed by Marsteller, $466; McKinny, $230;—whole amouut, $696. (See supplementary report.)

Bill taken for confessed, as to certain defendants, and set for decree.

And at the rules held in the clerk's office, for the month of May, 1821, came the complainants, by their solicitor, and the bill is taken for confessed as to Thomas Swann, Colin Auld, and Edmund I. Lee, James Anderson, Benjamin Baden, Thomas K. Beale, James Bloxham, Corse and Rounsavell, John Cohagan, Camillus Griffith, Robert Hall, Daniel McPherson, Nathaniel Rounsavell, Peter Saunders, James S. Scott, Evan P. Taylor, Ambrose Vasse, Robert Young, Cave Withers, the Mechanics' Bank of Alexandria, the Bank of Washington, Bank of the Metropolis, the Patriotic Bank, the Central Bank of Georgetown and Washington, James R. Riddle, administrator of Ferdinand Marsteller, deceased, and Thomas Cookendorfer, and set for decree, as to them, upon the bill, exhibits, and report of commissioner; and set for decree as to the following named defendants upon the bill, exhibits, report, and their answers, viz. George Coleman, Beall and Hagerty, Getty and Cookendorfer, John Jackson, Thomas Mount, Noblet Herbert, administrator of William Paton, jr., Joseph Mandeville, Daniel Somers, William N. Mills, Samuel B. Larmour, John A. Stewart, Alexander Moore, James R. Riddle, James H. Dulany, Hugh Carolin, Robert N. Windsor; and continued as to the non-resident defendants, John Anderson, Daniel Annin, Samuel Chester, Nimrod Farrow, William H. Boswell, Edmund Brooke, George Bruce, jr., Peter Heiskell, Alexander Kyle, John McPherson, late one of the firm of John McPherson and son, Charles Moxley, Thomas Pickerell, Thomas Neill, Thomas Olive, Thomas Rigdon, William Smith, Thompson Simpson, William A. Linton, executor of William Tyler, Richard Wells, the Franklin Bank of Baltimore, the Bank of Chambersburg, the Bank of Waterford, and the Bank of Winchester.

And at a court continued and held for the district and county aforesaid, the 16th day of January, 1822, came the parties aforesaid, by their solicitors, and the defendants, the Mechanics' Bank of Alexandria, the Bank of Washington, the Bank of the Metropolis, the Patriotic Bank, and the Central Bank of Georgetown and Washington, appeared by Walter Jones, their solicitor; and, by consent of the complainants, and of the several defendants to this suit, including the banks in the bill named as claiming preference,

Order for sale, &c. by trustees.

it is ordered that the trustees, Swann, Auld, and Lee, do proceed to make sale of all the property, debts, and effects, claimed or held by them as trustees under the said assignment in the bill mentioned, or which may in any manner have arisen from the property and effects so assigned, upon the terms and in the manner provided in the order made in this cause on the 13th day of May, 1819; and that they bring the proceeds thereof into court, to be subject to their final order and decree, as directed by said order. It is further ordered, that said trustees do, after making said sale, report to the court a full account of all their transactions under the said deed of trust, showing the nett amount of disposable funds remaining in their hands, subject to the trusts declared by said deed, and showing, also, the amount of claims made upon them by creditors of said bank, and stating, as far as may be in their power, the validity of such claims. This suit abates as to James H. Dulany, by his death, and is dismissed as to John A. Stewart.

Abates as to Dulany, and dismissed as to Stewart.

And at a court continued and held for the district and county aforesaid, the 17th day of January, 1822, came the

parties aforesaid, by their solicitors; and, on the motion of the complainants, it is ordered, that Master Commissioner Auld, in addition to the account by him heretofore taken, do state in detail the particulars of the complainants' demand against the defendants, showing, in chronological order, the different periods of time at which the defendants became liable for the several sums claimed from them by the complainants, and ascertaining the amount due under each particular date; and that he make report thereof to the next term of this court. And, on the complainant's motion, commissions are awarded them for the examination of witnesses; and this suit is returned to the rules, for further proceedings to be had therein, and it abates as to the defendants, Moxley, Hagerty, and S. Beall, by their deaths.

Further report by master commissioner ordered.

Abates as to certain defendants.

And at the rules held in the clerk's office of said court, for the month of April, 1822, came the defendant, John Corse, by his solicitor, and filed his answer, which is in these words:

Answer of John Corse.

The separate answer of John Corse to the bill of Romulus Riggs, exhibited against himself and others, styled in the said bill late copartners under the name of the Merchants' Bank of Alexandria, which said bill is exhibited in the circuit court of the District of Columbia for the county of Alexandria.

This defendant, now and at all times hereafter, saving and reserving to himself all benefit of exception to the many uncertainties, imperfections, and errors, in the said bill contained, for answer thereto, or to as much thereof as he is advised it is material for him at this time to answer, answers and says—That he is not, and that he never was, a copartner of the said Merchants' Bank of Alexandria. That, at the time when the bill charges him to have been so, he was a copartner of Nathaniel Rounsavell, under the firm of Corse and Rounsavell; and that the objects of this firm were entirely confined to the business of printing. That the shares of stock in the Merchants' Bank, subscribed in the name of Corse and Rounsavell, were not subscribed by this defendant; and that the subscription was without his assent or knowledge. That, if the said subscription was made by the said Rounsavell, it attaches no responsibility to this defendant, because its purpose was entirely foreign to the business of the firm of Corse and Rounsavell. This defendant has never done any subsequent act to ratify or approve this subscription; and he never can admit the principle, that one partner can, by using the name and style of a firm established for a special and defined purpose, make it liable for speculations and adventures altogether extraneous to it. Under this impression, the defendant cannot apprehend that he shall ever be considered by your honors as responsible for the unauthorized act of his partner; but should this opinion be wrong, this defendant still insists that he is not liable to the complainant. The remedy proper to the complainant's claim is a legal and not an equitable one; and this defendant prays to be admitted to the full benefit of this objection. He further prays, that the complainant may be required to bring into court the notes alleged in the bill to be in his, the complainant's, possession, in order that their amount and genuineness may be inquired into. He farther prays, that the complainant may be compelled to prove whether payment of them has ever been demanded of the bank; when and where they respectively came to his possession; and what sum, precisely, he paid for them, and each

of them. For any thing to the contrary within the knowledge or belief of this defendant, these notes may never have been presented to the bank for payment, or they may have been issued previously to the pretended subscription of this defendant, or after the deed of assignment to Swann, Auld, and Lee, mentioned in the bill; or they may have been received by the complainant in Virginia, in violation of a statute of that State; and this defendant expressly denies the allegation of the bill, that they came regularly to the complainant's possession—averring, on the contrary, that they were purchased by him at extraordinarily large discounts, and that the complainant depreciated, as far as in him lay, the value of Merchants' Bank paper, by a public advertisement and other means. On these grounds, the defendant contends that the complainant has no equitable claim against him; and that he has not the shadow of an equitable claim for any thing more than the principal sum which he paid for the notes, and the interest legally accruing thereon.

This defendant insists, moreover, that, as the 15th of the articles of association referred to in the bill, expressly limited the responsibility of the bank to the amount of its joint funds, all persons doing business with it must be supposed to have recognized it, and are, therefore, not equitably entitled to any advantage which may conflict with it.

This defendant prays that this answer may be received as his answer to every other complaint which is or may be exhibited against him, before your honors, by reason of his pretended copartnership with the Merchants' Bank. This defendant does not know who are all the stockholders of the said bank, and of course cannot say whether they are all included in the complainant's bill. This defendant denies all fraud and combination, &c., and prays to be hence dismissed, with his reasonable costs.

P. R. FENDALL,
Solicitor for Defendant.
N. S. WISE.

COUNTY OF ALEXANDRIA, } *sct.*
District of Columbia, }

This day, John Corse personally appeared before me, the subscriber, a justice of the peace for the county aforesaid, and made oath that, of the matters and things contained in the foregoing answer, such as are therein stated to be of his own knowledge, are true; and such as are therein stated on the information of others, he believes to be true. Given under my hand, this 12th day of April, in the year 1822.

N. S. WISE.

And at the rules held at the clerk's office for the month of May, 1822, came the defendant, James S. Scott, and filed his answer in these words:

Answer of J S. Scott.

To the honorable the judges of the circuit court for the District of Columbia.

The answer of James S. Scott, to the bill of complaint exhibited against him by Romulus Riggs and others in the circuit court of the District of Columbia, held for the county of Alexandria.

This defendant, saving to himself all benefit of exceptions, now and hereafter, to the many imperfections, uncertainties, and untruths, in the bill of complaint contained, for answer thereto, or so much thereof as he is advised

it is material for him to answer, answers and says—That it is true that he did, in the month of May, 1815, subscribe to the capital stock of the Merchants' Bank, thirty shares, agreeable to the articles of association, and paid the sum required thereby; and that, in the month of following, he did transfer and set over, according to the tenor of said articles of association, to Hugh Carolin, twenty-five shares thereof, *at which time of transfer the whole amount of ten instalments, making one hundred dollars on each share, was fully paid up and completed,* which will more fully appear by reference to the said transfer and stock account of said Carolin; and which said stock was thereafter, in the month of , in the same year, transferred by said Carolin to Daniel Cawood. That, at the time of the transfer of said stock, it was estimated by the holders at ten per cent. premium; and that the transfer, on the part of this defendant, was considered a matter of courtesy, as others refused to do the same at par value; and that, at the time aforesaid, the notes of said bank were of current value with other bank notes of the District, and for many months after sustained a foreign credit superior to that of other District notes, as the said bank met the demands on it promptly in desirable funds, and was at that time perfectly solvent. That other five shares were transferred to J. McPherson and Son, *and that the said transfers were fair and bona fide,* and made to good and responsible persons, and according to the articles of association and rules of said bank.

This defendant is also confident that, at the time of the transfer aforesaid, the complainants were not in possession of the notes on which their bill of complaint is predicated; and has good reasons for asserting that the said Riggs (as well as others) possessed himself of these notes at a usurious rate and depreciation, *materially effected by himself.*

This respondent denies that the said parties, or any other person or persons whatever, have any claim or claims against him, under any pretence whatever, in relation to the said Merchants' Bank, as he has fully complied with the conditions required, and also by completing the quotas of subscription; and he hereby makes the said articles of association and transfers a part of his answer.

This respondent admits nothing contained in the bills of the complainants, and calls on them for strict proof. He prays that the said bills may be hence dismissed, with his costs in this behalf unjustly expended.

JAS. S. SCOTT.

ALEXANDRIA COUNTY, *to wit:*

Personally appeared before me, a justice of the peace for the county aforesaid, James S. Scott, and made oath, in due form of law, that the matters and things contained in the foregoing answer are just and true. Given under my hand, this 4th day of May, 1822.

CHR. NEALE.

General replication to Corse's answer; and set for hearing as to resident defendants.

And at the rules held in the clerk's office for the month of May, 1823, came the complainants, by their solicitor, and reply generally to the answer of John Corse; and the cause is set for hearing as to the resident defendants, on the bill, answers, and depositions.

And at a court continued and held for the District and county aforesaid, the 7th day of May, 1824, Commissioner Auld filed his second report; which is as follows:

Second report of master commissioner.

J. and W. SOUTHGATE, complainants, *vs.* SWANN, LEE, AULD, AND OTHERS, defendants. } *In Ch'y.*

COMMISSIONER'S OFFICE, *Alexandria, May 10th,* 1822.

In pursuance of the order of the honorable court, and the subjoined notice, I proceeded, on the day appointed, to carry the same into effect; and find that the complainants' demand against the defendants is for the promissory notes of the late Merchants' Bank of Alexandria of the following dates and amounts, viz.

May	25,	1815,	-	-	$42	Oct.	17,	1815,	- - 34
	27,	"	-	-	173	Dec.	13,	"	- - 25
June	1,	"	-	-	2	Jan'y	2,	1816,	- - 5
	8,	"	-	-	173		3,	"	- - 1 25
	27,	"	-	-	64	Feb'y	9,	"	- - 5
July	13,	"	-	-	50	Mar.	2,	"	- - 2 50
	27,	"	-	-	46 75				
Sept.	11,	"	-	-	62				$696 00
Oct.	3,	"	-	-	10 50				

And for the following certificates, viz.

June 29, 1816, to Waring, - - - -	$47	
December 24, 1816, to Kurtshudt, - -	65	112 00
Amounting to eight hundred and eight dollars in all.		$808 00

These having been mixed with the notes of Withers and others, were apportioned.

None of the defendants attended except J. R. Riddle.

For a view of the respective claims of the complainants, and the amount signed by F. Marsteller and John McKenney, as presidents, I refer to my general statement, in the case of Romulus Riggs against these defendants.

Respectfully submitted. COLIN AULD, *M. C.*

Report of trustees filed.

And at a court continued and held for the District and county aforesaid, the 26th day of June, 1824, the trustees of the Merchants' Bank filed their second and final account and report; which is received, allowed, and confirmed, by the court, unless exceptions are filed to it, and the account as therein stated, on or before the first day of the next term; which said report, and that heretofore filed, are in these words:

DR. *Thomas Swann, Edmund I. Lee, and Colin Auld, (Trustees of the late Merchants' Bank of Alexandria,) in account with the Trust Subject.*

1817.			Good money.	Merchants' Bank paper.
Jan'y 24	To amount of	notes received from James S. Scott - - -		$1,534 23
Feb. 6	"	Cam. Griffith's note, endorsed by J. A. Stewart -		700
Apr. 19	"	from Peter Saunders, on account Swayne's note -		698
Apr. 21	"	John Swayne, on acccount Peyton's note -		910
May 10	"	Gales, in part - -		80
13	"	N. S. Wise, for note -		181

			Good money.	Merchants' Bank paper.
July	2	To amount from John Jackson & Co., on account of S. & M. Allen & Co -		$1,293
Sept.	23	" D. Peabody, one quarter's rent -		150
Oct.	11	" N. S. Wise, balance of note and interest -		87
Nov.	13	" R. Young, for Farrow's note $7,125, interest $667 -		7,792
	26	" of Wm. Tyler's note $1,140, interest $96 -		1,236
Dec.	23	" Kemper's note $826; deduct payment endorsed on it, $119 21 -		706 09
	26	" Hartshorne and Saunder's note - -		722 25
	"	" costs do. - - -	9 39	
	27	" Baylis's note - -		440 70
1818.				
Jan.	12	" Dr. Blake, for stamps -	3 50	
	20	" from R. Young, in part of Edmund Brooke's note		3,933 66
	29	" same—balance of do. and interest -		1,871 75
Feb.	3	" of Thomas Neill's note and interest -		2,930
Mar.	28	" Adams, Herbert, & Co., on Stull and Williams		4,996 70
July	16	" John Rumney, for house on Fairfax street -	410	
Sept.	22	" Farrow's note $7,369, interest $977 75; making together $8,346 75. Deduct at credit stock $3,858 75 - -		4,488
	27	" Thompson Simpson's note with interest -		177 75
1819.				
Jan.	21	" rent of house on Fairfax street - - -	142 72	
Mar.	12	" costs in Griffin's case -	9 04	
	"	" Griffith's note and interest		895
1820.				
Dec.	4	To balance due trustees in current money -	25 41	
			$600 06	$35,823 13
		" To balance in the hands of trustees in Merchants' Bank paper, brought down -		$35,823 13

[☞ Amount of notes deposited in Mechanics' Bank $152,349.]

Debts, &c., from which something may be realized, but the amount uncertain, viz.

Lands in Fairfax county, conveyed by John McPherson; 848 acres absolutely, and 245 conditionally, subject, however, to a previous lien to William Hepburn, of about $12,000, including interest. A sale of this land has been made by order of one of the trustees for William Hepburn's representatives, which was irregularly conducted, and consequently invalid. The price paid by McPherson to Hepburn was $30,000.			
James Anderson, James English, and Amos Alexander's five bonds, dated 15th December, 1818, and payable, by equal portions, in five years, with interest, in current money - - - - -	$10,000		
John Rumney's notes, payable in 3, 4, 5, 6, 7, 8, and 9, years, by equal portions, from 14th Nov., 1816, with interest - - - - - -		6,846	93
Balance of Gales and Seaton's note, with interest -		430	
An iron chest, which appears to have cost - -	75		

Suits are depending against sundry debtors for about $21,000, from whom it is apprehended little will be obtained.

About $170,000 have been lost by insolvencies.

The amount due to banks which have a preference by the deed of trust, is $37,320 97, exclusive of interest.

Cr.

1817.			Good money.	Merchants' Bank paper.
Jan. 24	By cash paid for carriage of books, iron chest, &c - -		75	
Mar. 24	"	drawing 3 deeds - -	12	
"	"	Ambrose Vasse, on account of balance of stock	15	
July 19	"	clerk's fees for 1816 -	6 29	
1818.				
Jan. 4	"	sundry postages - -	6 25	
Feb. 12	"	tax - - -	5	
	"	Cazenove & Vowell's ground		
	"	rent on house in Fairfax		
	"	street, (Rumney's) -	319 74	
Oct. 11	"	advertising 13 25; auctioneer, &c., $8 53 - -	21 78	
"	"	clerk and marshal, fee bills -	176 18	
Dec. 8	"	taxes - - -	6 87	
1819.				
May 29	"	clerk of Fairfax - -	10 94	
Aug. 10	"	costs, Mandeville and Mc Pherson - -	15 01	

			Good money.	Merchants' Bank paper.
Oct. 21	By cash paid clerk, copy bill, &c.	-	3 25	
Dec. 31	" sundry postages	- -	1	
1820.				
Dec. 4	By balance in the hands of the trustees, in Merchants' paper	- -		35,823 13
			$600 06	$35,823 13
"	By balance due trustees in current money, brought down	- -	25 41	
"	By Edmund I. Lee and Thomas Swann, amount of their account for lawyer's fees, per account filed	- -	270	
"	By Daniel Minor, amount of clerk and marshal's fees in his hands	-	186	
"	By William Newton's estate, rent of banking-house 9 months, at $350 per annum, (to be paid when assets only,)		262 50	
			$743 91	
"	By commission for transacting this business, say on $—.			

ROMULUS RIGGS *et al.*
vs.
SWANN, LEE, AND AULD, *et al.* } *In Chancery.*

December 15, 1820.

In obedience to the decretal order of the honorable court, made in the before named cause at November term, 1819, the undersigned, trustees of the late Merchants' Bank of Alexandria, respectfully report, that the foregoing account exhibits their transactions in execution of the trust; and from which it will be perceived that they have *no* assets in their hands; but, on the contrary, that the trust subject is indebted to them; and the statement subjoined to the account will give some idea of the meagre prospect of obtaining assets from the outstanding debts and property. Judging from the situation of the property, the aspect of the times, and the movements of the debtors, the creditors whose claims have been preferred by the deed of assignment may, finally, obtain a dividend of 25 per cent. It is to be observed, however, that this estimate is founded on the very verge of probability.

THO. SWANN, } *Trustees*
EDM. I. LEE, } *of Merchants'*
COLIN AULD, } *Bank.*

Thomas Swann, Edmund I. Lee, and Colin Auld, Trustees of the late Merchants' Bank of Alexandria, in account with the Trust Subject.

Dr.

		Good money.	Merchants' Bank paper.
1821.	To amount of Merchants' Bank paper *retired*, and deposited in Mechanics' Bank		$152,349 09
	To amount in C. Auld's hands		35,823 13
Sept. 24	To cash from Jas. English, in part of bond of Anderson, English, and Alexander	$370	
Dec. 31	To amount received by E. I. Lee from John Rumney	120	
"	To amount received from James English by T. Swann, in part of bond	1,000	
1822.			
Mar. 21	To amount received from Daniel Minor, being the proceeds of a negro girl taken from Anderson, and sold for costs. (A bond of indemnity in this case was given by the trustees to the marshal.)	125 95	
June 13	To cash from Zimmerman and Hooff for $31 20 of M. B. paper	3 12	
"	To cash from Bank of Washington—amount of their purchase, at public sale, of lots No. 1 and 2	150	
1823.			
May 17	To cash from Joseph Mandeville, for amount of his purchase of lot No. 4	110	
"	To James English—amount of his purchase of lot No. 3	2,020	
May 22	To cash—proceeds of an iron (cast metal) chest	18 90	
1824.			
May 6	To balance due — trustees in current money	270 06	
		$4,188 03	$188,172 22
1824.			
May 6	To balance due by trustees in Merchants' Bank paper, (bro't down)		$188,172 22

Cr.

1821.	By balance, as p. acc't reported and filed per order of court	$25 41	
Dec. 31	By cash paid James his wages as bank porter	41 50	
"	" Mr. Taylor's fee in Anderson and Wiley's case	30	

			Good money.	Merchants' Bank paper.
1822.				
Jan. 11	By cash,	Neill and Weedon, serving notices - - -	3 75	
"	"	A. Faw, taking depositions, $4, Bowie, serving notices .50	4 50	
Mar. 11	"	J. S. Scott, for attendance as a witness, &c. - -	15	
"	"	clerk's and marshal's fees, in part, paid Mr. Minor -	125 95	
Dec. 10	"	Samuel Snowden, advertising sale - - -	15 75	
1823.				
May 17	"	auctioneer's commission, selling property - -	58	
"	"	fee paid D. Hoffman for suits vs. Craven T. Peyton -	20	
"	"	advertising sale in Herald -	15 75	
Dec. 31	"	sundry fee bills, paid marshal	29 86	
"	"	costs in sundry suits, paid do.	33 11	
"	"	lawyer's fees in 48 different suits, per acc't - -	270	
"	"	amount of fee bills due clerks of courts for 1818 -	24 82	
"	"	do. for 1819 - - -	35 82	
"	"	do. for 1820 - - -	21 59	
"	"	do. for 1821 - - -	38 96	
"	"	do. for 1822 - - -	11 44	
1824.				
May	"	sundry postages - -	5 25	
"	By commission on	{ 188,172 22 / 3,917 97 } 192,090 19, at 1¾ per cent -	3,361 57	
" 6	By balance due trust in M. B. paper	-		188,172 22
			$4,188 03	188,172 22
	" By balance due trustees in current money (bro't down) -		$270 06	

ROMULUS RIGGS
vs.
MERCHANTS' BANK ET AL.

To the honorable the judges of the circuit court of the United States for the District of Columbia, sitting in Alexandria:

The trustees of the late Merchants' Bank of Alexandria beg leave respectfully to report: That, in pursuance of the order made on the 13th day of May, 1819, and a subsequent order on the same subject, after duly advertising the time and place of sale, on the 16th January, 1822, they did proceed to sell at public auction all the lands and tenements conveyed to, or in any manner vested in them as trustees, and all the property, debts, and

effects, claimed or held by them under the assignment, or which did in any manner arise from the property and effects so assigned, on the terms mentioned in said decretal order, and agreeably to a schedule of the said property, debts, and effects, then exhibited, and herewith filed, marked with the letter A. That at the sale, as aforesaid, the highest and best bidders were, the Bank of Washington for lot No. 1, at the price of one hundred dollars, and No. 2 at the price of fifty dollars; James English for lot No. 3, at the price of two thousand and twenty dollars; and Joseph Mandeville for lot No. 4, at the price of one hundred and ten dollars; and consequently became the purchasers at the prices before mentioned, amounting, in the whole, to two thousand two hundred and eighty dollars, with which the trustees have charged themselves in the preceding account: and they also refer to the auctioneer's account of sales, marked with the letter B, herewith filed. The preceding statement is the final account of the trustees with respect to the trust property, showing a balance due to them, after taking credit for their commission, of $270 06, and leaving in their hands, in Merchants' Bank paper, the sum of $188,172 22. During a period of more than seven years, the trustees have devoted much time to this business. It has been of the most troublesome and vexatious nature, arising from the various searches of the books, and extracts from them, which were required, and tedious examinations (which could not be avoided) of accounts, which ultimately, in many instances, produced no benefit to the trust; the unprincipled conduct of several of the principal debtors; the number of suits it became necessary to prosecute, at an advance of money, and the correspondence in which it involved the trustees with persons at a distance, having accounts with or holding obligations of the bank. Under all the circumstances of the case, the trustees humbly hope that the honorable court will consider the commission charged reasonable, and allow it accordingly. All which is respectfully submitted.

THO. SWANN.
EDM. I. LEE.
C. AULD.

Alexandria, May 7, 1824.

And at a court continued and held for the district and county aforesaid, the 30th day of April, 1825, came John Cohagan, Robert Hall, and Benjamin Baden, by their solicitor, and filed their answers, which follow in these words, and figures, to wit:

Answer of J. Cohagan.

The answer of John Cohagan to a bill of complaint exhibited against him and others in the circuit court of the District of Columbia for the county of Alexandria, by Romulus Riggs and others.

This defendant, saving and reserving to himself all manner of advantage and benefit of exception to all uncertainties, imperfections, and untruths, in the complainant's said bill of complaint contained, for answer thereto, or to so much thereof as he is advised is material for them to answer unto, he answereth and saith—That he was not himself a subscriber to the Merchants' Bank of Alexandria. That five shares of the stock of the said bank were subscribed in his name, but not by any person authorized by him to make the said subscription. This defendant never was in the said Merchants' Bank. That he never dealt with it in any manner, and had no concern with its affairs. As the shares of stock subscribed in his name stood as his pro-

perty on the books of the bank, he was obliged to make a transfer of the said stock to divest himself of the same, and accordingly made the transfer to Benjamin Baden. This defendant saith, that it was for the very purpose of taking his name from the books of the bank that he made the said transfer; and if this is to make him a stockholder, he must submit to the hard and destructive consequences; but he is advised, and does insist, that he was no stockholder, and that the act of transferring his stock, for the avowed purpose of taking his name from the books of the bank, ought not, and could not, in a court of chancery, be looked upon as such an affirmance of the original void subscription, as to make him a stockholder. This defendant, for these reasons, does deny that he ever was a stockholder of the said bank.

This defendant, having no knowledge of the concerns or transactions of the said bank, must submit to the court, for their careful and equitable consideration, all questions that may have a bearing upon his responsibility, and the extent and effect of that responsibility. Whether the claims which have been set up by the complainants in this case can be enforced against the subscribers to this institution, and to what extent, and in what way, is entirely submitted to the court. This defendant claims the benefit which the articles of association of the Merchants' Bank may afford him, as well as every other benefit which he may be entitled to under the law or equity of the case; and he prays to be hence dismissed with his reasonable costs, &c.

SWANN, *for the Defendant.*

COUNTY OF ALEXANDRIA, *to wit:*

John Cohagan appeared before the subscriber, a justice of the peace for the county aforesaid, and made oath that the matters and things in the foregoing answer contained, so far as they are stated from his own knowledge, are true; and so far as they are stated from the knowledge of others, he believes to be true. Given under my hand, this 25th day of April, 1825.

N. S. WISE.

Answer of Robt. Hall.

The answer of Robert Hall to a bill of complaint exhibited by Romulus Riggs and others, against this defendant and others, in the circuit court of the county of Alexandria.

This defendant, saving and reserving to himself all manner of advantage and benefit of exception to all uncertainties, imperfections, and untruths, in the complainant's said bill of complaint contained, for answer thereto, or to so much thereof as he is advised is material for him to answer unto, he answereth and saith—That he never subscribed for any stock in the Merchants' Bank of Alexandria, nor did he ever authorize any person to subscribe for him. This defendant saith, that ten shares of the stock of the said bank was subscribed in his name, with which subscription he was dissatisfied; and, in a few weeks after the subscription had been made, Camillus Griffith offered to this defendant to relieve him of the said stock, and to take it himself. This defendant, for the very purpose of getting rid of the said subscription, and relieving himself from any responsibility on account of the said bank, made the transfer to the said Griffith, and he, the said Griffith, became the real and bona fide holder of the said stock.

This defendant, for these reasons, doth deny that he was a stockholder in the said bank, and he is advised, and does insist, that his transfer of the said stock, for the purpose of getting rid of his said subscription, will not and ought not to constitute a stockholder in the said bank.

This defendant never had any dealings whatever with the said bank, nor ever had any concern with the said bank, other than that of making the aforesaid transfer.

This defendant must submit to the court whether he is responsible to the complainants in this suit; and, if responsible, in what way, and to what extent. This defendant, if the court should deem him responsible, must claim all the benefits which the law and equity of the case may afford to him, and especially every benefit which may be secured to the stockholders by the articles of association.

This defendant denies all fraud and unlawful combination, and prays to be hence dismissed with his reasonable costs

SWANN, *for the Defendant.*

COUNTY OF ALEXANDRIA, *to wit:*

Robert Hall appeared before the subscriber, a justice of the peace for the county aforesaid, and made oath that the matters and things in the foregoing answer contained, so far as they are stated from his own knowledge, are true; and so far as they are stated from the knowledge of others, he believes to be true. Given under my hand, this 25th day of April, 1825.

ADAM LYNN.

Answer of Benj. Baden.

The answer of Benjamin Baden to a bill of complaint exhibited by Romulus Riggs and others against him and others, in the circuit court of the county of Alexandria.

This defendant, saving and reserving to himself all manner of advantage to all uncertainties, errors, and imperfections, in the complainants' said bill of complaint contained, for answer thereto, or to as much thereof as he is advised it is material for him to answer unto, he answereth and saith—That he was not a subscriber to the Merchants' Bank of Alexandria, but, after the bank was established, he bought ten shares of the stock of the said bank from Thomas K. Beale, and five shares were transferred to him by John Cohagan. This defendant doth not recollect the periods at which these transfers were made, but it was some time after the bank had gone into business. Whether the receiving a transfer of these shares made this defendant a partner in the said bank, he must submit to the decision of the court. If this measure should have imposed any responsibility upon him, he is advised that he could only be liable for such paper as was issued by the said bank after he obtained the transfers of the said stock.

This defendant does not know whether the complainant is entitled to the relief which he is seeking against this defendant and others. This defendant saith that the notes issued by the said bank were, he believes, all made payable to Charles McKnight, who was then an officer of the said bank, and were endorsed in blank by him for the purpose of making said notes payable to bearer; and they uniformly circulated as notes payable to bearer, and were paid out by the bank with the intent that they should be so circulated.

This defendant requests the attention of the court to the articles of association under which the said bank was established, and prays to have every benefit which the said articles may afford to him; and he prays, also, to have the benefit of all other matters and things which the law and evidence of the case may entitle him to.

This defendant denies all fraud and unlawful combination, and prays to be hence dismissed, with his reasonable costs, &c.

SWANN, *for the Defendant.*

COUNTY OF ALEXANDRIA, *to wit:*

Benjamin Baden appeared before the subscriber, a justice of the peace for the county aforesaid, and made oath that the matters and things in the foregoing answer contained, so far as they are stated from his own knowledge, are true; and so far as they are stated from the knowledge of others, he believes to be true. Given under my hand, this 26th of April, 1825.

ADAM LYNN.

General replication and issue, and commissions awarded to take depositions.

To which answers the complainants reply generally, and issue, and the cause is returned to the rules for further proceedings, and commissions are awarded to take depositions.

And at a court continued and held for the District and county aforesaid, the 6th day of May, 1825, came the complainants by their solicitor, and on their motion, it is ordered, that Master Commissioner Auld do state and report to this court the sums subscribed by the defendants, respectively, towards the capital stock of the bank in the bill mentioned; the amount paid on such subscriptions; and the sums from the said defendants yet due thereon.

Further report by master commissioner ordered.

Set for hearing, &c.

And at the rules held in the clerk's office for the month of November, 1825, came the parties aforesaid by their solicitors, and the cause is set for hearing on the bill, answers, depositions and exhibits; and continued as to the absent defendants.

And at a court continued and held for the District and county aforesaid, the 23d day of December, 1825, came the defendants, Peter Heiskell and James Bloxham, and filed their answers; which answers are in the words and figures following, to wit:

Answer of Peter Heiskell.

The separate answer of Peter Heiskell to the bill of complaint exhibited against him and others by Romulus Riggs, on the chancery side of the circuit court of the said District of Columbia, for the county of Alexandria.

This defendant, now and at all times hereafter, saving and reserving to himself all and all manner of exception to the many uncertainties, imperfections, and untruths, in the complainant's bill contained, for answer thereto, or to as much thereof as this defendant is advised it is material for him at this time to answer unto, he answereth and saith—That he never was, at any time, either directly or indirectly, a stockholder or partner in the concern or association called the "Merchants' Bank of Alexandria." That, if his name does appear on the original subscription to the stock of said association or bank, which he by no means admits, it has been subscribed by some person unauthorized by this defendant. That he at no time ever acted as a stockholder, or made any claim as such; nor did he know or ever suspect that his name appeared among those of the stockholders or partners of the said association or bank, until he saw the notes of said bank in circulation, and was informed, through the medium of the newspapers, that he had been chosen one of the directors in said institution. He never subscribed himself for the said stock, or purchased it from any other person. He denies all fraud and combination, and prays hence to be dismissed, with his reasonable costs.

P. HEISKELL.

STATE OF VIRGINIA, } *sct.*
County of Frederick, }

The within named respondent, Peter Heiskell, personally appeared before me, the subscriber, a justice of the peace for the said county, and made oath, in due form of law, that the several matters of the within answer, by him signed, such as are therein stated to be of his own knowledge are true; and such as are therein stated to be of the knowledge of others, he believes to be true. Given under my hand, this 12th day of November, in the year 1825.

JOHN BELL.

Answer of James Bloxham.

The answer of James Bloxham to the bill of complaint exhibited against him in chancery, by Romulus Riggs and others, in the circuit court of the United States for the county of Alexandria.

This defendant, saving and reserving to himself the benefit of exception to the many errors, untruths, and uncertainties, in the bill of complaint contained, in answer thereto, or to as much as he is advised he should answer to, he answereth and saith—That he never was, at any time, interested to the amount of one cent in the Merchants' Bank of Alexandria. That the stock subscribed in his name, was taken for the use and by the order of one Thomas West Peyton, who was at the time a director of the Farmers' Bank, and who wished to conceal any agency or interest he might have in establishing the said Merchants' Bank. True it is, this defendant did transfer, as will appear by the books of the said bank, but did it at the request of said Peyton, without having any agency in the taking, or interest in said transfer.

This defendant, totally denying all combination, conspiracy, partnership, or interest, as charged in said bill of the complainant, prays to be dismissed with his costs.

JAS. BLOXHAM.

ALEXANDRIA COUNTY, *to wit:*

Personally appeared before the subscriber, a justice of the peace for the county aforesaid, James Bloxham, and made oath that the matters and things stated in his answer annexed, which are of his own knowledge, are true; and those of the knowledge of others, he believes to be true. Given under my hand this 28th day of November, in the year 1825.

N. S. WISE.

Final decree.

And now here, at this day, to wit, the aforesaid fifth day of December, in the year of our Lord 1827, till which time this cause had been regularly continued, came the parties aforesaid by their solicitors, and this cause coming on to be heard upon the bill, answers, depositions, and reports, and the arguments of counsel being heard, it is thereupon, this fifth day of December, 1827, considered by the court, and by the authority thereof ordered, adjudged, and decreed, that, in as much as it appears to the court, from the reports and evidence in the cause, that there are no funds in the hands of the trustees, Thomas Swann, Edmund I. Lee, and Colin Auld, mentioned in the said bill, arising from the sales made under the former orders of the court, in this cause, to be paid or distributed to the complainants or other cre-